

FILED

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

JAN 10/2006

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS

BY DEPUTY CLERK

CIVIL ACTION No.

14TH AMENDMENT VIOLATION;

CFR 34 § 668.164 VIOLATION

MENTAL ANGUISH

CIVIL RIGHTS VIOLATION.

ORIGINAL COMPLAINT

COMES NOW the plaintiff, Eric Lionel Gant, *pro se*, residing at 705 Tuskegee Street, Grand Prairie, Texas 75051 filing a complaint against Henrike de Haas, Financial Aid Advisor for University of Texas at Austin (“UT Austin”) and UT Austin.

The crux of the plaintiff's complaint is Henrike de Haas, upon receipt of the plaintiff's Guaranteed Student loan ("GSL"), failed to make payment on plaintiff's outstanding tuition, fees and emergency loans with UT Austin. Henrike de Haas failed to issue the GSL to the plaintiff, Instead, Henrike de Haas returned the plaintiff's Guaranteed Student Loan to the lender without authorization from the plaintiff. As a result of Henrike de Haas *intentional*

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action, she breached Code of Federal ("CFR") 34 § 668.164. This is a civil rights action brought under 42 U.S.C. § 1983.

Currently, the plaintiff has a financial bar with UT Austin's records. A financial bar prevents a release of transcripts, and for consideration of Graduate School admission 2006, a financial bar bars admission into graduate programs for a lack of receiving a undergraduate transcript. I need this matter resolved expeditiously.

BACKGROUND

This suit was pending the outcome of Eric Gant v. University of Texas at Austin, et. al. United States Supreme court petition for a writ of certiorari and an application for an extension of time within which to file a petition rehearing. The *certiorari* was denied October 4, 2005; and subsequently, an application for an extension of time to file a petition for rehearing October 26, 2005 was denied. The dispositive issue of whether UT Austin's policy prohibiting second degree same engineering college is unconstitutional? and whether UT Austin's policy prohibiting financial assistance for those seeking second degree same engineering college is unconstitutional? was never heard.

JURISDICTION

The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States § 1331.

CAUSE OF ACTION

Denial of Equal Protection under § 1983

This suit is brought against Henrike de Haas an employee of UT Austin for breach of a Federal law. Henrike de Haas breached CFR 34 § 668.164 which states, in pertinent part, the following: “(ii) if the student did not withdraw but ceased to be enrolled as at least a half-time student, the institution may make the late disbursement of a loan under FFEL or Direct Loan programs to pay for educational costs that the institution determines the student incurred for the period in which the student was eligible.” For the fall of 2003, while awaiting disbursement of a GSL under a Direct Loan program, the plaintiff incurred \$4,788.80 in tuition, fees and emergency loans for 13 hours at a annual rate of 33.33%. For failure of receiving a Guaranteed Student Loan that had been approved for disbursement in July 2003, the plaintiff had to reduce his hours. At the end of fall 2003, the plaintiff successfully completed a course in Philosophy of Law.

The plaintiff allege, on information and belief, that Henrike de Haas adopted and implemented a policy in a manner that discriminates against the plaintiff and their policy is a violation of the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution. Henrike de Haas have thereby acted and will continue to act under color of law to deprive the plaintiff

of his rights and others similarly situated rights secured by the Constitution of the United States.

The UT Austin's policy of "arbitrary decision making" with respect to receipt of Guaranteed Student Loan belonging to African-American students with an outstanding tuition and fee's and/or emergency loans is unconstitutional.

The plaintiff was treated unequally as compared to fall 2003 entering College of Engineering class.

The plaintiff is an African-American male and a member of a protected class. Henrike de Haas provide no sound reason for her lack of disbursement of a Guaranteed Student loan for payment of the plaintiff's tuition, fees and emergency loans outstanding with UT Austin.

DAMAGES

Due to the defendant(s) actions, the plaintiff suffered from mental anguish, and inconvenience. The plaintiff was deprived of an opportunity to enroll in UT Law. UT Austin allows undergraduate to enroll in UT Law. Due to Henrike de Haas gross negligence, a financial bar was placed on the plaintiff's records essential barring attendance to UT Austin and any other University requiring a UT Austin transcript prior to admission. In addition, a beginning balance of \$4,485.50 established in 2003 accumulates at a rate of 33 1/3 %.

RELIEF

WHEREFORE, plaintiff requests that Henrike de Haas and UT Austin be cited to answer or appear, and that on final trial, or prior to, the plaintiff pleads the following:

Judgment in favor of the plaintiff for damages, to include, if proper, compensatory and punitive damages, pre- and post- judgment interest, and cost of suit;

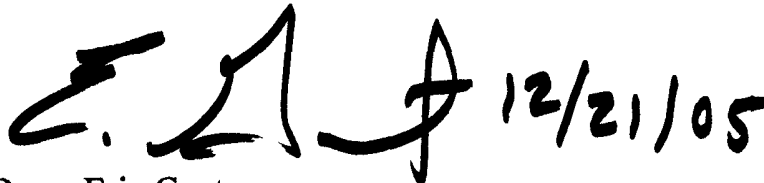
Judgment in favor of the plaintiff for removal of his financial bar.

Judgment in favor of the plaintiff for release of transcripts in accordance with UT Austin's policy.

WHEREFORE PREMISES CONSIDERED, the plaintiff request the court to find constitutional injuries and impose appropriate remedies based upon evidence adduced from the instant case. (See attachments 1-8)

~~This 23RD day of November 2005.~~

Respectfully Submitted,



By: Eric Gant, *pro se*
705 Tuskegee Street
Grand Prairie, Texas 75051
ericgantmba@aol.com/972.641.1815

March 23, 2005

Department of Motor Vehicles
Attn: Suspension
2206 East View Parkway
Conyers, GA. 30013

Re: Reinstatement of License

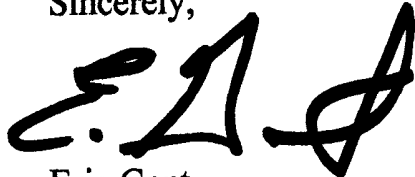
Dear DMV:

Please find enclosed a receipt of payment for tickets received in Dekalb county for an illegal u-turn and no insurance resulting in a suspension of license until tickets were paid in full, and a money order \$25.00 for license.

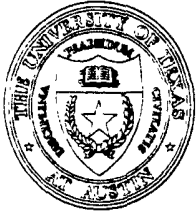
Please mail Driver license to the following address:

705 Tuskegee Street, Grand Prairie, Texas 75051

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Gant', with a stylized flourish at the end.

Eric Gant



OFFICE OF ADMISSIONS

THE UNIVERSITY OF TEXAS AT AUSTIN

Undergraduate Admissions

PO Box 8058 • Austin, TX 78713-8058 • (512) 475-7399 • FAX (512) 475-7478

Eric Lionel Gant
705 Tuskegee Street
Grand Prairie, TX 75051

June 26, 2003

Dear Mr. Gant:

Congratulations! I am pleased to welcome you back to the University of Texas at Austin. Please see below for your specific admission information.

College admitted to: College Of Engineering
Field of study: (466300) Mechanical Engineering (Major Sequence)
Admission term: Fall 2003
Residency status: Texas Resident
Classification: Former Student
Classes begin: August 27, 2003

The University of Texas at Austin is committed to excellence and diversity in all facets of higher education. UT Austin students come from every state and 121 foreign countries in order to explore our world, search for truth, forge lasting friendships, and build bridges to ideas and cultures never before encountered. Our dedication to academic exploration guides our University community, and on behalf of our faculty and staff, I invite you to join the Longhorn tradition and hope to see you on campus soon. Thank you for your interest and welcome to the University of Texas at Austin.

Sincerely,

Dr. Bruce Walker
Director of Admissions

GANTEL2

If additional documents are enclosed, please review for important, time-sensitive information.

uteid:GANTEL2

AD



OFFICE OF STUDENT FINANCIAL SERVICES

THE UNIVERSITY OF TEXAS AT AUSTIN

Box 7758, U.T. Station • Austin, Texas 78713-7758 • (512) 475-6282 • Fax: (512) 475-6296

E-Mail: finaid@www.utexas.edu • Web Site: <http://www.utexas.edu/student/finaid/>

July 21, 2003

To
Eric L. Gant
705 Tuskegee Street
Grand Prairie, TX 75051

Re: Financial Aid for 2003/04

Dear Eric:

We cannot offer financial aid while you are pursuing a second degree in the College of Engineering. Our records indicate that you received your Bachelors of Science degree in Mechanical Engineering in May 1993. You are currently re-admitted to the University of Texas and will be pursuing a degree in Chemical Engineering. To receive aid as a second degree seeker, the second degree sought must be in a College different from the College awarding the first degree.

As you indicated that you might change your plans, I have included an appeal document.

Sincerely,

A handwritten signature in cursive script, appearing to read "Henrike de Haas".

Henrike de Haas

FAO II

Office of Student Financial Services

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Federal Family Education Loan Program (FFELP)

Federal Stafford Loan
Master Promissory Note

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines, imprisonment, or both, under the United States Criminal Code and 20 U.S.C. 1097.

Guarantor, Program, or Lender Identification

OMB No 1845-0006
Form approved
Exp. date 9-30-2005

Educaid/Wachovia

Loan Production

P.O. Box 140966

Austin, TX 78714-0966

0001934533

Borrower Information

Please print neatly or type. Read the instructions carefully.

1. Last Name Gant	First Name Eric	MI L	2. Social Security Number 461-35-8859
3. Permanent Street Address (If P.O. Box, see instructions.) 705 Tuskegee Street		4. Home Area Code/Telephone Number (972) 641-1815	5. Date of Birth (Month/Day/Year) 05/30/1966
City Grand Prairie	State TX	Zip Code 75051	6. Driver's License State and Number State GA# 054907873
7. Lender Name Educaid/Wachovia		City Austin	State TX
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100. Lender Name Educaid/Wachovia		City Austin	State TX

10. References: You must provide two separate references with different U.S. addresses. The first reference should be a parent (if living) or legal guardian. Both references must be completed in full.	
Name A. Gloria Gant	Name B. Hardee Sanders
Permanent Address 4201 Corder	Permanent Address 2122 May Lane
City, State, Zip Code Houston, TX 77051	City, State, Zip Code Grand Prairie, TX 75051
E-mail Address 	E-mail Address
Area Code/Telephone Number (713) 746-5154	Area Code/Telephone Number (972) 641-4246
Relationship to Borrower Mother	Relationship to Borrower Uncle

11. Requested Loan Amount: I request a total amount of subsidized and unsubsidized loans under this Master Promissory Note not to exceed the allowable maximums under the Higher Education Act. My school will notify me of the type(s) and amount(s) of loan(s) that I am eligible to receive. I may cancel my loan or request a lower amount by contacting my lender or school. Additional information about my right to cancel a loan or request a lower amount is included in the Borrower's Rights and Responsibilities Statement and Disclosure Statements that have been or will be provided to me.	12. Interest Payments (Optional): <input type="checkbox"/> I want to pay unsubsidized interest while I am in school.
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Borrower Certifications and Authorizations

Read carefully before signing below.

13. Under penalty of perjury I certify that: A. The information I have provided on this Master Promissory Note and as updated by me from time to time is true, complete, and correct to the best of my knowledge and belief and is made in good faith. B. I will immediately repay any loan proceeds that cannot be attributed to educational expenses for attendance on at least a half-time basis at the school that certified my loan eligibility. C. (i) I do not now owe an overpayment on a Federal Pell Grant, Supplemental Educational Opportunity Grant, or a Leveraging Educational Assistance Partnership Grant (formerly State Student Incentive Grant); or, if I owe an overpayment, I have made repayment arrangements with the holder to repay the amount owed. (ii) I am not now in default on any loan received under the Federal Perkins Loan Program (including NDSL loans), the Federal Direct Loan Program, or the Federal Family Education Loan Program ("FFELP" as defined in the Borrower's Rights and Responsibilities Statement); or (iii) I am in default on a loan, and I have made satisfactory arrangements with the holder of the defaulted loan.	C. I authorize my school to pay to the lender any refund that may be due up to the full amount of the loan(s). D. I authorize the lender, the guarantor, or their agents, to investigate my credit record and report information concerning my loan status to persons and organizations permitted by law to receive such information. E. I request and authorize my lender to: (i) during the in-school and grace periods of any loans made under this Master Promissory Note, defer and align the repayment of principal on all of my FFELP loans that are in repayment status; and (ii) add unpaid interest that accrues on all my FFELP loans to the principal balance of such loans ("capitalization") including such loans made under this Master Promissory Note, during forbearance periods, and for unsubsidized loans, during in-school, grace, and deferment periods as provided under the Act. "Capitalization" will increase the principal balance on my loans and the total amount of interest charges I must pay. F. I authorize the release of information pertinent to my loans: (i) by the school, the lender, and the guarantor, or their agents, to the references on the applicable loans and to members of my immediate family unless I submit written directions otherwise; and, (ii) by and among my schools, lenders, guarantors, the Department of Education, and their agents. G. So that the loans requested can be approved, I authorize the Department of Education to send any information about me that is under its control, including information from the Free Application for Federal Student Aid, to the school, the lender, and to state agencies and nonprofit organizations that administer financial aid programs under the FFELP.
14. For all subsidized and unsubsidized Federal Stafford Loans (as described in the additional MPN provisions and the Borrower's Rights and Responsibilities Statement) I receive under this Master Promissory Note, and for certain other loans as described below, I make the following authorizations: A. I authorize my school to certify my eligibility for loans under this Master Promissory Note. B. I authorize my school to transfer loan proceeds received by electronic funds transfer (EFT) or master check to my student account.	

Promise to Pay *In this Master Promissory Note (MPN), "lender" refers to, and this MPN benefits, the original lender and its successors and assigns, including any subsequent holder of this MPN.*

15. I promise to pay to the order of the lender all loan amounts disbursed under the terms of this MPN, plus interest and other charges and fees that may become due as provided in this MPN. I understand that multiple loans may be made to me under this MPN. I understand that by accepting any disbursements issued at any time under this MPN, I agree to repay the loans. I understand that, within certain time frames, I may cancel or reduce the amount of any loan by refusing to accept or by returning all or a portion of any disbursement that is issued. Unless I make interest payments, interest that accrues on my unsubsidized loans during in-school, grace, and deferment periods will be added as provided under the Act to the principal balance of such loans. If I do not make any payment on any loan made under this MPN when it is due, I will also pay reasonable collection costs, including but not limited to attorney's fees, court costs, and other fees. I will not sign this MPN before reading the entire MPN, even if I am told not to read it, or told that I am not required to read it. I am entitled to an exact copy of this MPN and the Borrower's Rights and Responsibilities Statement. My signature certifies I have read, understand, and agree to the terms and conditions of this MPN, including the Borrower Certifications and Authorizations printed above, the Notice About Subsequent Loans Made Under This MPN, and the Borrower's Rights and Responsibilities Statement.

I UNDERSTAND THAT I MAY RECEIVE ONE OR MORE LOANS UNDER THIS MPN, AND THAT I MUST REPAY ALL LOANS THAT I RECEIVE UNDER THIS MPN.

16. Borrower's Signature Electronic signature on file 17. Today's Date (Month/Day/Year) 07/12/2003

Additional MPN provisions follow

Federal Stafford Loan

School Certification



(800) 845-6267

www.tgslc.org

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 U.S.C. 1097

(Reserved for school, lender, or guarantor mailing address as appropriate)

1. School Code

003658-00

2. School Information (Name, address, and phone number)

UNIVERSITY OF TEXAS AT AUSTIN

To be completed by a financial aid administrator or other school official authorized to certify financial aid forms.

Borrower's Last Name GANT		First Name ERIC	MI L	4. Social Security Number 461-35-8859
5. Permanent Street Address 705 TUSKEGEE STREET		6. Telephone Number (512) 203-3685		7. Date of Birth (Month/Day/Year) 05/30/66
City GRAND PRAIRIE		State TX	Zip 75051-0000	8. Borrower e-mail Address
Lender Code/Name 999999				
10. Grade Level 5	11. Enrollment Status (Check one.) <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> At Least Half Time		12. Anticipated (Completion) Graduation Date (Month/Day/Year) 05/31/04	
3. Loan Period (Month/Day/Year) From: 08/27/03 To: 05/18/04		14. Certified Loan Amounts a. Subsidized \$5,500.00 b. Unsubsidized \$5,000.00		
5. Recommended Disbursement Date(s) (Month/Day/Year) 1st 08/18/03 2nd 01/12/04 3rd 4th 5th 6th				

This space reserved for additional disbursement dates if needed.

School Certification

I hereby certify that the borrower named on this Certification is accepted for enrollment on at least a half-time basis and is making satisfactory progress in a program that is eligible for the loan type(s) certified. I certify that the student is an eligible borrower in accordance with the Higher Education Act of 1965, as amended, and applicable U.S. Department of Education regulations (collectively referred to as the Act). I further certify that the borrower's eligibility for a Pell Grant has been determined, that the borrower is not incarcerated, and that the borrower has been determined eligible for loan(s) in the amount(s) certified. I further certify that the disbursement schedule complies with the requirements of the Act and hereby authorize the guarantor and/or the lender to adjust disbursement dates if necessary to ensure compliance with the Act. I further certify that, based on records available and due inquiry, the borrower has met the requirements of the Selective Service Act and that the information provided in this Certification is true, complete, and accurate to the best of my knowledge and belief. I agree to provide the borrower (i) with confirmation of any transfer of funds through electronic funds transfer (EFT) or master check to the borrower's student account, and (ii) with an opportunity to cancel or reduce any disbursement of a loan.

5. Signature of Authorized School Official

Lawrence W. Burt (FMS)
LAWRENCE W BURT / DIRECTOR

Date (Month/Day/Year)

OCT. 6, 2003

Name/Title (Printed or Typed)

Please refer to the instructions for completing this form.

Use your browser's Print command to print this page.

07/22/04



The University of Texas at Austin Official Fee Receipt

Eric L Gant

Fall 2003

Description	Amounts
TUITION - 13 HOURS	1,196.00
FEES REQ OF ALL STUDENTS	659.80
GENERAL PROPERTY DEPOSIT	10.00
ADVISING FEE - ENG UG	100.00
PLACEMENT FEE - ENG UG	50.00
PARKING PERMIT	89.00
PERF ARTS/TIX FOR SIX	30.00
THEATRE AND DANCE	30.00
COURSE RELATED FEES	457.00
Total Tuition and Fees Billed *	2,621.80

Payment Information	Amounts
Total Tuition and Fees Billed	2,621.80
Less Payments	- 2,621.80
Current balance	0.00

* Tuition and fees only. Other charges such as ACITS, libraries, etc. are not included.

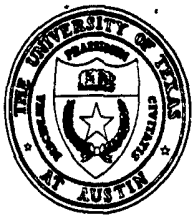
Verification of student enrollment can be obtained by calling the University of Texas at Austin Registrar's office. Call 512-475-9950 and select Option 52, "Verify Semesters Enrolled and Degrees Awarded." The system will verify enrollment and degrees awarded for all students whose academic records have been computerized. You will need the student's 9-digit student ID number to access this information.

Note: If students have restricted their enrollment and degree information, verification cannot be made.

Close this window

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OFFICE OF ACCOUNTING
THE UNIVERSITY OF TEXAS AT AUSTIN

P. O. BOX 7398 AUSTIN, TEXAS 78713-8917
PHONE (512) 475-7779; FAX (512) 471-0212

12/23/03

ERIC LIONEL GANT
705 TUSKEGEE ST
GRAND PRAIRIE TX 75051-2631

Re: Institutional Loan 0360

Your 0360 institutional loan with the University of Texas is currently past due. If payment has recently been made, please disregard this notice.

Balance due as of today: \$ 1514.79

If a payment is not received within 30 days from the date of this letter, the loan will be placed with a collection agency and a collection fee of 33 1/3 % of the outstanding balance added to the amount due.

We appreciate your prompt attention to this matter. If you are unable to pay the entire balance due, please contact Institutional Loans at (512) 475-7779, option 2 or email tutioncashloan@austin.utexas.edu to discuss the options available to you.

Respectfully,

Institutional Loans

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OFFICE OF ACCOUNTING

THE UNIVERSITY OF TEXAS AT AUSTIN

P. O. BOX 7398 AUSTIN, TEXAS 78713-8917

PHONE (512) 475-7779; FAX (512) 471-0212

12/09/03

ERIC LIONEL GANT
705 TUSKEGEE ST
GRAND PRAIRIE TX 75051-2631

Re: Institutional Loan 0245

Your 0245 institutional loan with the University of Texas is currently past due. If payment has recently been made, please disregard this notice.

Balance due as of today: \$ 303.09

If a payment is not received within 30 days from the date of this letter, the loan will be placed with a collection agency and a collection fee of 33 1/3 % of the outstanding balance added to the amount due.

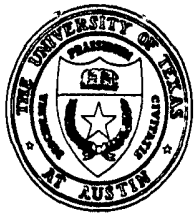
We appreciate your prompt attention to this matter. If you are unable to pay the entire balance due, please contact Institutional Loans at (512) 475-7779, option 2 or email tutioncashloan@austin.utexas.edu to discuss the options available to you.

Respectfully,

Institutional Loans

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OFFICE OF ACCOUNTING
THE UNIVERSITY OF TEXAS AT AUSTIN

P. O. BOX 7398 AUSTIN, TEXAS 78713-8917
PHONE (512) 475-7779; FAX (512) 471-0212

01/06/04

ERIC LIONEL GANT
705 TUSKEGEE ST
GRAND PRAIRIE TX 75051-2631

Re: Institutional Loan 2150

Your 2150 institutional loan with the University of Texas is currently past due. If payment has recently been made, please disregard this notice.

Balance due as of today: \$ 2667.62

If a payment is not received within 30 days from the date of this letter, the loan will be placed with a collection agency and a collection fee of 33 1/3 % of the outstanding balance added to the amount due.

We appreciate your prompt attention to this matter. If you are unable to pay the entire balance due, please contact Institutional Loans at (512) 475-7779, option 2 or email tutioncashloan@austin.utexas.edu to discuss the options available to you.

Respectfully,

Institutional Loans

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